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IN THE

Supreme Court of the United States

October Term, 1970

No. 633

CANDIS O. RAY,
t/a CANDIS O. RAY AGENCY,

Petitioner,

v.

KANSAS CITY STOCKYARDS COMPANY OF MAINE,
A CORP., t/a GOLDEN OX RESTAURANT, *ET AL.*,

and

RUTH G. GRAZE,

Respondents.

PETITION FOR REHEARING

CANDIS O. RAY, *Pro se*
2700 Connecticut Avenue, N. W.
Washington, D. C. 20008

THE CASILLAS PRESS, INC.—1717 K Street, N. W.—Washington, D. C.—223-1220

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Respondents.

PETITION FOR REHEARING

Petitioner seeks a rehearing and review of the issues because of the misleading statements of material facts submitted by counsels for respondents herein.

The Court directed both counsels, Hans A. Nathan and Jack H. Olender, representing the two respondents herein, to file an answer to within petition for writ of

certiorari "on or before December 18, 1970." Jack Olender filed answer on December 18, 1970. Petitioner filed a reply thereto on December 23, 1970, after having received no answer by that date from counsel for the remaining respondents Kansas City Stockyards Company of Maine and the National Broadcasting Company, assuming that they would not be filing an answer after due date.

Petitioner has since received above-referred to respondents' answer to her petition, which contains gross misstatements of facts and omissions of truth necessitating a reply thereto.

The clear misrepresentations of facts by the respondents in quoting selected portions and appending partial pleadings, deleting that which is unfavorable to them, and making complete misstatements of facts is unfair and damaging to petitioner, especially as evidenced that this Court had requested the respondents to file an answer.

The respondents deliberately influenced the Court by the following misinformation, and misleading facts:

1. ". . . (Who at all times was represented by experienced and reputable counsel)" (Page 2, Kansas City Stockyards Company of Maine, *et al.*, answer brief)

Petitioner resents strongly the libelous accusation by respondents' counsel that she has been represented by "a battery of experienced attorneys" in this case (page 6) and that she has had "a succession of attorneys," and that she has "quarreled with them," and the "continuing discharge of her attorneys" (page 8). These statements are utterly untrue, and counsel for respondents knew that these statements were untrue when he made them to this Court to damage and influence the Court against petitioner.

Petitioner did contact those Washington, D. C. attorneys named by the respondents (page 8) and about *twenty* more in the District of Columbia in seeking representation, with *the same* answer from all of the attorneys after they reviewed the files at the Courthouse – all of the attorneys stated the same reason why they wouldn't take the case as being "the mess the lawyers have put it in." Some of the answers are in letter form and are from some of the most prominent Washington attorneys. Therefore, double persecution was inflicted upon petitioner, depriving her of representation in the courts and forcing petitioner to represent herself the best way she could. The court records reveal that petitioner *did not* fire her attorney, James S. Gardiner, who prepared and filed her Infringement of Copyright suit, nor has she *ever* fired any attorney who has ever represented her, and petitioner resents that accusation by the respondents, as it is grossly damaging to petitioner. The records reveal that Mr. Gardiner filed a motion to withdraw as counsel on December 14, 1967, AFTER he was reported to the Grievance Committee on December 7, 1967, the first report by petitioner to Grievance, with later report filed December 23, 1967, which reports by petitioner were made on the advice of a Washington, D. C. attorney who had reviewed the files in these cases filed in the United States District Court (D. C.), and who discovered the discrepancies therein. (The ordered hearing is pending.)

Petitioner has had *no lawyer* representing her since the withdrawal of Mr. Gardiner, although she has desperately sought representation, and has had to suffer the persecution of this knowledge by the respondents and their counsel who deliberatley contrived this situation.

Petitioner strongly resents the phrases used by the respondents which mislead the Court into thinking that she was represented "at all times" by "experienced

counsel." Petitioner could not get an attorney to take the case and she solicited help from the Lawyer Referral Service of the Bar Association of the District of Columbia on September 25, 1969 (see Miss Dolan), with referred-to Washington lawyers refusing to take the case for reasons aforementioned. To further humiliate petitioner, respondents employed such phrases as (she) "changed her mind" (page 7) and "after negotiations with the advice of her experienced and reputable attorneys, was barred by laches" (Page 7), wherein the respondents refer to the ruling of the United States District Court (D. C.), issued October 17, 1969 (APP. F, Pet. Brief), at which time petitioner was not represented by counsel. Petitioner had no other alternative than to represent herself, not only in the preparation of the motions (evidenced by the court records) but at the trial hearing, and she has had extreme difficulty as a lay person of the law in getting cognizance from the courts below because of that fact.

2. Respondents complain of petitioner's exercising her rights in reinstating the case. The records reveal that the case was dismissed by the United States District Court (D. C.) *without notice* of trial being sent to petitioner by the court – with *none* of petitioner's three addresses, including her office addresses filed with the court, receiving a notice of the trial hearing! The court thus displaying arbitrary and capricious action, taking undue advantage of petitioner, knowing that she was representing herself, and was forced to do so, *as the same had been stated in petitioner's filings with the court.* At great personal oppressions and humiliations to petitioner, petitioner had to prepare the necessary filings and represent herself in court to reinstate the case *because she was not served by the court,* which she proved at the trial hearing, evidenced by reinstatement of the case; that she was not abandoning her rights for "want of prosecution," as stated by the court.

3. Respondents state that petitioner's complaint herein of fraud and conspiracy is based solely on the Snyder deposition incident in C.A. 187-65 and the facts

surrounding it, deliberately excluding their manufactured slander suit, C.A. 737-65, based upon an alleged telephone conversation which respondents invented and, without an iota of evidence to support the allegation, respondent counsel Jack H. Olender filed the suit *one month* after his client, Ruth G. Graze, owner of Impact Advertising Agency, was served with the Infringement of Copyright suit;[1] thereafter, the unfounded and maliciously concocted slander suit was used in settlement offers by respondent counsel in the Infringement of Copyright suit in the settlement of that suit, and to further persecute petitioner as a retaliation for instituting the Infringement of Copyright suit. (See APP. A, identified as the slander suit complaint filed by respondent counsel Jack H. Olender)[2] In connection thereto, petitioner submits the FIRST RELEASE prepared and proffered by respondent counsel Hans A. Nathan for Kansas City Stockyards Company of Maine and the National Broadcasting Company in which he included the Ruth G. Graze slander suit as a settlement factor, and for further embarrassment to petitioner. (See APP B, pages B-2 & B-4, which is identified as EXHIBIT 4-A, presented in

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[1] Candis O. Ray came to Washington, D. C. in 1958 and associated with the Alvin Epstein Advertising Agency where she met Mrs. Graze who had been employed there for about twelve years as an Account Executive. Later, about 1960, they both opened up separate advertising agencies in Washington, D. C. After a business party denoting success (by Ray) in the early part of 1964, Graze moved in and stole Ray's account, the Golden Ox Restaurant (Kansas City Stockyards Company of Maine), during contract commitments. The herein suits ensued.

[2] Jack Olender, out of malice and reprisal against petitioner for her filing of the Infringement suit against his client, charged random phrases such as "others presently unknown to plaintiff" and added accusations in his complaint which were denied by his sole witness, Legg. (See Pet. Brief, page 15)

court below and attached to APP. C) Petitioner particularly resents the defamatory insinuation by Mr. Nathan that "4(c) RAY and GRAZE agree . . . to refrain from making derogatory remarks about one another." Petitioner's position in the community and her character is above reproach in this regard, and she need not be told not to make such a remark, nor would she sign such an intimidating, defamatory and suggestive pact. *The offer of Mr. Nathan to include the slander suit in the release of his clients the Kansas City Stockyards Company of Maine and the National Broadcasting Company reveals the extent to which the slander suit influenced him and his clients, and thus his settlement conditions.* The court records and the pleadings reveal that the slander suit, C.A. 737-65, U.S. Dist. Ct., D. C., was a made-up piece of business based upon an alleged one-sided telephone conversation WHICH NEVER HAPPENED. (See Pet. Brief)

4. Respondents Kansas City Stockyards Company of Maine, *et al.*, state that the two herein cases were never combined (page 6) or "consolidated." Counsel Hans A. Nathan, for the named respondents, combined the cases by the following actions:

(1) Release proffered by Nathan (APP. B).

(2) Nathan's voluntary appearance at deposition taking of witness Legg in C.A. 737-65, the slander suit in which his clients were not involved. (See Pet. Brief, page 9, para. 2)

(3) The Praecipes executed in settlement of *both cases* on date *September 16, 1965;* offered to petitioner, who accepted the offer to settle both of the cases on advice of counsel Gardiner, and which offer *as soon as accepted by petitioner* was withdrawn by respondents' counsel Hans A. Nathan. (See APP. D, D(a), D(b), D(c), D(d), D(e), D(f), attached)

5. Respondents Kansas City Stockyards Company of Maine, *et al.*, appended to their brief the affidavit of its attorney Hans A. Nathan (pages 9a-12a) in response to petitioner's complaint filed with the Grievance Committee December 23, 1967 (pages 3a-8a) but failed to append petitioner's reply to same filed with Grievance on March 19, 1968, which reveals misstatements of facts in Mr. Nathan's sworn statement.

The following exact quotes from petitioner's above-mentioned reply filed with Grievance deal with heretofore undisclosed issues relating to petitioner's alleged deceit and fraud practiced by the attorneys of record to deny and deprive her due process and fair representation:

> "It is noted that Mr. Hans A. Nathan swears falsely in his affidavit dated February 26, 1968 and filed with the committee (page 3, para. 2) wherein he states I had retained a third attorney in the Infringement of Copyright suit pertaining to his client and settlement thereof. The exact quote as stated by Mr. Nathan . . . "After a series of negotiations and communications with a third attorney for Miss Ray, settlement was finally reached. . . ." I have never retained a third attorney to represent me in the Infringement suit and it is requested that Mr. Nathan supply us with said communications and negotiations in regard thereto. Mr. James S. Gardiner who prepared the suit the way he wanted it and filed it in the United States District Court is the only attorney representing me in the Infringement suit, other than Mr. John Gibson Semmes, a Washington patent and trade mark attorney, who does not engage in courtroom trial practice and who merely represented me in the very

beginning of the deliberate Infringement violation by Mr. Nathan's client by setting up an appointment for a conference to be held in Mr. Nathan's office for possible negotiations of settlement purposes, at which time I was asked to place a value on the copyright material by Mr. Nathan, at which time the value was placed at $20,000, as the many pages of copy which I had written constituting a small book represented my life's work, training and experience.

It is believed by this affiant that Mr. Nathan's reference to a third attorney representing me in the matter of the Infringement suit and the settlement with his client was for the purpose to have it appear to reflect against me as having a number of attorneys, and it is further believed that Mr. Nathan's reference to a third attorney representing me in this matter could have been Mr. A. Philip Towsner, a Washington attorney whose practice does not involve such matters as he specializes entirely in tax matters and is merely my advisor in this area, and has been for a number of years. I am advised, and do so believe that Mr. Towsner has never contacted Mr. Nathan in any way whatsoever concerning this matter, or any other matter, and further that Mr. Towsner has never met Mr. Nathan. (See attached affidavit of Mr. A. Philip Towsner)

I have been informed by both attorneys Messrs. John Gibson Semmes and James S. Gardiner, my only representing counsel on the case and matter of the Infringement

> suit, and do so believe, that Mr. Nathan asked the suggestive question of them: If they were not going to withdraw as my counsel if I did not accept his (Nathan's) terms of settlement offer.
>
> After a threat was received by Mr. Semmes from Mr. Nathan advising Mr. Semmes to relay to me that if I filed suit against his client they would embarrass me and further that there was the possibility of indictment charges against me, Mr. Semmes advised me that he didn't want to use his office along these tactics and strongly advised that I take the last offer of $1,000.00 from Mr. Nathan and to use his words "and run." (See attached hereto correspondences between counsel Mr. Gibson Semmes and myself re same."

It is amazing that Mr. Nathan should request of the court to be paid for services which are in the line of his legal duties in defending himself and his clients, as the records reveal, and that the court should grant him the same, as noted below:

> "It is noted that Mr. Nathan states in his affidavit dated February 26, 1968 and filed with this committee that (page 2, ending of last para.) . . . "I expected the deposition to be rescheduled in accordance with the Order so permitting upon payment of a $25.00 counsel fee (to him). . . ." It is noted that my counsel, Gardiner, filed an *Opposition to Calendar Case for Trial on date May 26, 1965* in which he asked for and was granted a limited length of time in which to make additional discoveries, and for the purpose of rescheduling the Snyder deposition, which time to the best of my recollection was approximately thirty days.

I have submitted letters to the committee in my complaint dated December 23, 1967 which I wrote to counsel Gardiner on dates May 7, 1965 and August 5, 1965 in which I literally beg him to continue Snyder's deposition, and agreeing to any terms he wanted. *But, at this point, Mr. Gardiner informed me that he had already told Mr. Nathan that he was withdrawing from the case, in answer to Mr. Nathan's direct question if he was not going to withdraw if I did not accept the $2,000.00 offer of settlement; and Mr. Gardiner stated to me that since he had already informed Nathan of his withdrawal that he couldn't continue the discoveries. His exact words were in this regard . . . "Not now. I've already told them I was withdrawing." Mr. Gardiner further stated that "They are unreasonable" . . . and "I can't get them to keep their commitments with me" . . . and "I want out. There's too much pressure involved. . . ."*

"Affiant recalls that at this particular point of harassment and intimidation to her by all the attorneys, including her own counsel Gardiner who was trying to throw her over and "get rid" of his responsibility to his client and the cases, *having already advised opposition attorneys Nathan and Olender that he was withdrawing at the suggestive-question asked my counsel Gardiner by Nathan, as reported to this affiant by Mr. Gardiner, and as heretofore in this Reply explained,* that she was seized with pains and suffered attacks from a disorder caused and brought on by the mental anguish and tension brought on by the harassment of her own attorney wanting to withdraw without reason from her, and this

affiant knowing that the withdrawal suggestion had been made by Mr. Nathan, as Mr. Gardiner explained to her, and further she knew that the same tactics had been used by Nathan in trying to get her former counsel Mr. Semmes to refuse to continue to represent her.

Affiant was under medication and the medical care of Dr. John Radcliff Ewan, Washington, D. C., for the grave intestinal disorder, a permanent impairment, brought about by the deliberate and fostered harassment and intimidation by these attorneys upon her, forcing her to agree to unreasonable terms and conditions, with some offers including threats. (See Mr. John Gibson Semmes' affidavit attached hereto."

"In addition to the foregoing, cognizance must be given to the highly improper and unethical manner in which all attorneys conducted themselves relative to the settlements offered and withdrawn after affiant had accepted same, with the attorneys each time coming back on affiant with absurd and improper demands in the settlement of both suits, such unethical and illegal tactics harassing affiant into a forced acceptance of partial settlement."

ARGUMENT

I. **Clear abuse of discretion is evidenced by actions and rulings of the courts below:**

Rule 60(b), F.R.C.P., does not lie herein, nor does laches in the light of the deceit and fraud adduced in the court below consummating a total of 30 Exhibits, which the court chose to ignore.

Unquestioned evidence of fraud and conspiracy is revealed in the thirty EXHIBITS attached to petitioner's "Answer to Opposition of the Defendant Kansas City Stockyards Company of Maine and Defendant National Broadcasting Company, Inc., to Motion of Plaintiff Candis O. Ray, to Set Aside Partial Settlement and Title Transfer" (APP. C).

Clear deception, committed perjury with intent to deceive and cheat petitioner of her rights are evidenced in the submitted thirty EXHIBITS introduced into court at the trial hearing. The conspiracy and malicious harassment inflicted upon petitioner by the attorneys is further evidenced by the inclusion of the slander suit, C.A. 737-65, in the mutual settlement release proffered by Hans A. Nathan for respondents Kansas City Stockyards Company of Maine and the National Broadcasting Company in the settlement of the Infringement suit, C.A. 187-65. (See APP. B, introduced in court below as EXHIBIT 4-A)

Respondents wrongly state that both of the courts below reviewed the evidence. The United States Court of Appeals (D. C.) dismissed the case without hearing on filed Motion to Dismiss by respondents.

Respondents wrongly state that petitioner waited more than three years to disturb the Partial Settlement – from

August 26, 1966 to petitioner's filing the Motion to Set Aside the Partial Settlement on their referred-to date of September 16, 1969 – whereas the respondents' attorneys know that petitioner was represented by James S. Gardiner during much of that time, who had continuously promised petitioner that he would straighten the matter out, but later refused, leaving petitioner destitute and abandoned.

Contrary to respondents' charge, petitioner filed the *first* Motion to Set Aside the Partial Settlement in the United States District Court (D. C.) on *January 31, 1969*, the records will disclose, with service, as noted, to the representing counsel for the defendants. The same court (Judge Sirica) ruling against petitioner herein (See APP. F, Pet. Brief), returned her motion with a note of rejection! Yet, the records reveal that the *same identical Motion to Set Aside the Partial Settlement*, verbatim, was filed again by petitioner on date referred to above by respondents (September 16, 1969), which was accepted by the *same* court, rendering a prejudiced ruling against petitioner (herein appeal), and who unfairly demanded of petitioner at the trial hearing – (petitioner was appearing in proper person against three learned attorneys *who reminded the court that they were officers of the Bar "of this court"*) – that she had a *few hours "until four o'clock"* to supply a complete copy of her pleadings (APP. C), with the attached 30 EXHIBITS to an attorney whose clients were not involved in the herein partial settlement – Jack H. Olender. Petitioner Ray requested of the court a few more hours, until the next morning, because she had to get back to work. The court refused. Petitioner complied with the demand.

II. Rule 19 of this Court requires the exercise of this Court's supervisory powers.

The jurisdiction of the writ of certiorari on review herein rests on judicial discretion conclusively, pursuant to Rule 19(1), (b) ". . .; or has so far departed from the accepted and usual course of judicial proceedings, or so far sanctioned such a departure by a lower court, as to call for an exercise of this court's power of supervision."

The necessity and importance of plenary consideration by this Court is evidenced herein. (Pet. Brief, page 7)

Petitioner does not feel that it is necessary to quote authorities to the learned Justices of the United States Supreme Court, whose legal knowledge is thorough. The evidence herein reveal the improprieties.

CONCLUSION

Here a citizen is deprived of representation in the courts because of the willful and maliciously contrived conglomeration of deception and conspiracy by the attorneys of record, as the court records reveal, and the pre-meditated scheme of retaliation by the respondent attorneys in using an evilly-concocted slander suit, based upon a manufactured telephone conversation (which never transpired) to damage petitioner in the settlement of the Infringement of Copyright suit, and to defame petitioner. None of the thirty or more Washington attorneys whose services petitioner sought would "get involved." They suggested to petitioner "Have you read the courthouse files?" And petitioner was forced into a position of representing herself without legal knowledge.

Petitioner is seeking justice and an impartial appraisal of what has happened, and doing the best she can to

follow the rules and procedures of the Court without the legal knowledge of the three attorneys who have ganged up on her in the protection of their actions, and who are now ironically stating to the Court that petitioner's charges are libelous and unfounded. The court records and evidence adduced supports petitioner's charges.

The respondents tried to smut petitioner's Infringement of Copyright suit with a maliciously manufactured telephone conversation of an extreme defamation of character upon which they based a slander suit cause, C.A. 737-65 (U.S. Dist. Ct., D. C.), *which alleged telephone conversation never transpired*, the contrived conspiracy manufactured to damage petitioner's chances for fair recovery of the Infringement suit, and to defame petitioner.

There would be no protection at all of the rights of any individual in this country if he must live in fear that a hearsay testimony of an alleged one-sided telephone conversation, WHICH NEVER TRANSPIRED, could prevail in an American court of law, to the damage and defamation of a citizen's character. Why, everyone in this country would be scared to death, and their freedom in jeopardy, to know that anyone can concoct a telephone conversation – and prevail in the American courts!

In the interest of the American people, and the affirmance of their constitutional rights as established, petitioner beseeches this Court with the plea that the ill-fated, unfounded slander suit, C.A. 737-65, U.S. Dist. Ct., D. C., and No. 20,444, U.S. Ct. of App., D. C. – based upon a manufactured telephone conversation, with no corroborative evidence except hearsay, be expunged from the court records, for the reasons of the same.

It's damaging enough for a libelous suit to be instituted against one – with no proof of the charge except manufactured hearsay evidence (see Pet. Brief, and the court pleadings), but to have it used against one with malicious intent, and for purposes of forcing settlement of the Infringement of Copyright suit is unpardonable, allowing for no justification.

Petitioner operates a public relations firm in Washington, D. C. and is reputed to be a person of prominance and influencial standing in the community, whose integrity is held in esteem among highest-ranking government officials in America from the White House to the State Department, and influencing Ambassadors of Embassies of foreign governments to this country (evidenced by attached APP. E & F), and to have the erroneous ruling of the herein slander suit to remain on the court records not only reflects against the community, but the country as a whole; thereby, with the broad powers vested in this Court with authority to so act, petitioner respectfully requests that the ill-fated and erroneous ruling of the slander suit be expunged from the court records and nullified for reasons aforementioned.

Respectfully submitted,

CANDIS O. RAY, *Pro se*

2700 Connecticut Avenue. N. W.
Washington, D.C. 20008

CERTIFICATE

I hereby certify under penalty of perjury that the foregoing Petition for Rehearing is presented in good faith and not for delay and is restricted to grounds specified in Rule 58 of the Rules of this Court.

Signed in Washington, D. C., January 27, 1971.

CANDIS O. RAY

APPENDIX A

Case No. 20,444 (U.S. Ct. App., D. C.)

[Filed March 29, 1965]

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA
Civil Division

RUTH G. GRAZE 501 – 13th Street, N. W. Washington, D. C., *Plaintiff,* v. CANDIS O. RAY 1500 Massachusetts Avenue, N. W. Washington, D. C., *Defendant.*	)	**Civil Action No. 737-'65**

COMPLAINT
(for Libel and Slander)

1. The amount in controversy is in excess of $10,000.00.

2. At all times herein mentioned plaintiff was and still is the president of an advertising agency in the District of Columbia known as Impact Advertising, Inc., and defendant was and still is operating an advertising agency in the District of Columbia known as Candis O. Ray Agency.

3. On or about June, 1964, and subsequent thereto, defendant maliciously stated to one William Legg, associated with Paragon Productions in the District of Columbia and others presently unknown to plaintiff, that plaintiff had obtained the advertising account of the Golden

Ox Restaurant in the District of Columbia by sleeping with and committing adultery with the manager of the said Golden Ox Restaurant in the District of Columbia and that plaintiff obtained her business by indulging in adulterous relations with clients and potential clients.

4. The matter so published was untrue, false, and defamatory and the defendant, at the time of publication, well knew that the said matter was untrue, but in publishing said defamatory matter, the defendant acted with such wanton and willful disregard for the truth and rights of the plaintiff as to constitute malice and intent to injure plaintiff in her good name, fame, and reputation.

5. The said defamatory matter brought plaintiff into disrepute, deprived her of her good name, reputation and social standing, caused her to suffer great pain and mental suffering and humiliation and impaired her earning capacity, all to the damage of the plaintiff.

6. The matter so published was slanderous *per se.*

WHEREFORE, plaintiff demands judgment against defendant Candis O. Ray in the amount of $250,000.00, as compensatory damages and $250,000.00 as punitive damages, besides costs and interest.

/s/ Jack H. Olender
Attorney for Plaintiff

APPENDIX B

EXHIBIT 4-A

AGREEMENT OF SETTLEMENT AND MUTUAL RELEASE

THIS AGREEMENT, made this __ day of September, 1965, by, between and among: (1) CANDIS O. RAY, individually, and trading as and on behalf of CANDIS O. RAY AGENCY (hereinafter collectively called RAY); (2) KANSAS CITY STOCKYARDS COMPANY OF MAINE, a corporation, on its own behalf and trading as and on behalf of GOLDEN OX RESTAURANT (hereinafter collectively called GOLDEN OX); (3) IMPACT ADVERTISING, INC., a corporation (hereinafter called IMPACT); (4) RUTH G. GRAZE, individually (hereinafter called GRAZE); (5) NATIONAL BROADCASTING COMPANY, INC., a corporation (hereinafter called NBC); and (6) GREGORY J. AIRES, individually, and trading as and on behalf of AIRES PUBLISHING COMPANY (hereinafter collectively called AIRES);

WITNESSETH:

WHEREAS, RAY formerly was employed by GOLDEN OX in connection with the placement of certain advertising; and

WHEREAS, such employment was terminated by GOLDEN OX; and

WHEREAS, RAY on June 12, 1964, registered for copyright with the Register of Copyrights in the Library of Congress a document entitled, "Spoken Commercials", Copyright C-16869; and

WHEREAS, RAY on June 17, 1964, registered for copyright with the Register of Copyrights in the Library

copyright with the Register of Copyrights in the Library of Congress a document entitled, "Spoken Commercials", Copyright C-16870; and

WHEREAS, RAY claims that the material registered under said copyrights was created, written and owned by RAY; and

WHEREAS, GOLDEN OX denies such claims and, in turn, claims that the material covered by said copyrights was owned by GOLDEN OX; and

WHEREAS, RAY has made certain claims against GOLDEN OX for infringement of copyright, compensation, and for services rendered; and

WHEREAS, GOLDEN OX denies that it is indebted to RAY; and

WHEREAS, RAY has filed in the United States District Court for the District of Columbia a suit pending there as Civil Action No. 187-65 against GOLDEN OX, IMPACT, NBC and AIRES for damages and other relief; and

WHEREAS, GOLDEN OX, IMPACT, NBC and AIRES have filed answers in said Civil Action No. 187-65 denying the claims of RAY and asserting that RAY is not entitled to damages or other relief; and

WHEREAS, IMPACT and AIRES have filed counterclaims in Civil Action No. 187-65 against RAY, based on claims that RAY interfered with IMPACT'S and AIRES' business and published untrue, false and defamatory statements, and for other causes; and

WHEREAS, RUTH G. GRAZE has filed an action against RAY pending as Civil Action No. 737-65 in the United States District Court for the District of Columbia, claiming damages because of slanderous statements claimed to have been made by RAY and for other causes; and

WHEREAS, each party denies all claims and allegations made in the complaints or counterclaims filed against such party; and

WHEREAS, all parties are desirous of settling, once and for all, all claims that they may have or have had, or may in the future have against one another from all transactions between them to date, in the manner herein set forth and by and through this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, certain monies paid to RAY by GOLDEN OX, the dismissal of the litigation as herein agreed, and other valuable consideration, the receipt of all of which consideration is hereby acknowledged, agree as follows:

1. RAY agrees to (i) assign to GOLDEN OX all right, title and interest in property rights in Copyright C-16869 and C-16870, and all the material, ideas and language contained therein, and to any and all other material used by her or claimed to have been used by her in connection with advertising, or otherwise claimed to have been used by her for and on behalf of GOLDEN OX Restaurant; and to (ii) execute a separate instrument or assignment substantially in the form as the one attached hereto.

2. GOLDEN OX agrees to pay to RAY and RAY agrees to accept, in full payment and satisfaction of all her claims against all and any of the parties hereto, the sum of Two Thousand Dollars ($2,000.00).

3. All parties hereto authorize and direct their respective Counsel to sign and file praecipes in the United States District Court for the District of Columbia, entering the complaint in Civil Action No. 187-65 and all counterclaims therein, as settled, satisfied and dismissed with prejudice.

4(a). RAY denies having made the statements alleged to have been made by her in Civil Action No. 737-65, and acknowledges *that, in any event,* there is *no basis of fact* for said alleged statements.

(b). RAY and GRAZE authorize and direct their respective attorneys to sign and file a praecipe in the United States District Court for the District of Columbia, entering the complaint in Civil Action No. 737-65 as dismissed with prejudice.

(c). RAY and GRAZE agree not to discuss the subject matter covered by this Agreement with members of the public or of the advertising, radio, television, publishing or restaurant industries, and to refrain from making derogatory remarks about one another.

5. NBC agrees and *GOLDEN OX has fully performed its obligation to defend and hold NBC harmless in connection with the* claims made by RAY in the said Civil Action No. 187-65.

6. CANDIS O. RAY, both individually and for and on behalf of, and trading as CANDIS O. RAY AGENCY, hereby releases and discharges RUTH G. GRAZE, individually, and GREGORY J. AIRES, individually, their successors, heirs, next-of-kin and assigns; and KANSAS CITY STOCKYARDS COMPANY OF MAINE, a corporation, trading as GOLDEN OX RESTAURANT, IMPACT ADVERTISING, INC., a corporation, NATIONAL BROADCASTING COMPANY, INC., a corporation, and AIRES PUBLISHING COMPANY, their successors and assigns, their past and present officers, directors, stockholders, employees, agents, attorneys and all other persons acting on their behalf, of and from all manner of action or actions, suits, debts, claims, liabilities, controversies, damages and demands, whether in law or in equity, contract or tort, which CANDIS O. RAY, both individually and for and on behalf of, and trading as CANDIS O. RAY

AGENCY, now have, or might have, or ever had or might have had, or ever can or may in the future have against the said RUTH G. GRAZE, individually, and GREGORY J. AIRES, individually, their successors, heirs, next-of-kin and assigns, and against KANSAS CITY STOCKYARDS COMPANY OF MAINE, a corporation, trading as GOLDEN OX RESTAURANT, IMPACT ADVERTISING, INC., a corporation, NATIONAL BROADCASTING COMPANY, INC., a corporation, and AIRES PUBLISHING COMPANY, their successors and assigns, their past and present officers, directors, stockholders, employees, agents, attorneys and all other persons acting on their behalf, arising out of any act or omission, transaction, matter or thing, down to the date of this Agreement.

7. RUTH G. GRAZE, individually, and GREGORY J. AIRES, individually, their successors, heirs, next-of-kin and assigns, and KANSAS CITY STOCKYARDS COMPANY OF MAINE, a corporation, trading as GOLDEN OX RESTAURANT, IMPACT ADVERTISING, INC., a corporation, NATIONAL BROADCASTING COMPANY, INC., a corporation, and AIRES PUBLISHING COMPANY, hereby release and discharge CANDIS O. RAY, individually, and trading as CANDIS O. RAY AGENCY, of and from all manner of action or actions, suits, debts, claims, liabilities, controversies, damages and demands, whether in law or in equity, contract or tort, which the said RUTH G. GRAZE, individually, and GREGORY J. AIRES, individually, their successors, heirs, next-of-kin and assigns, and KANSAS CITY STOCKYARDS COMPANY OF MAINE, a corporation, trading as GOLDEN OX RESTAURANT, IMPACT ADVERTISING, INC., a corporation, NATIONAL BROADCASTING COMPANY, INC., a corporation, and AIRES PUBLISHING COMPANY, now have, or might have, or ever had or might have had, or ever can or may in the future have against the said CANDIS O. RAY, both individually and trading as CANDIS O. RAY AGENCY, their successors, heirs, next-of-kin and

assigns, arising out of any act or omission, transaction, matter or thing, down to the date of this Agreement.

IN WITNESS WHEREOF, the corporate parties to the aforegoing Agreement have caused these presents to be duly signed by their duly thereunto authorized agents, as of the day and year first above written, and the said CANDIS O. RAY, RUTH G. GRAZE and GREGORY J. AIRES, have hereunto respectively set their hands and seals in the City of Washington, District of Columbia, as of the day hereinabove first written.

KANSAS CITY STOCKYARDS COMPANY OF MAINE

by _____

Its duly thereunto authorized agent.

GOLDEN OX RESTAURANT

by _____

Its duly thereunto authorized agent.

IMPACT ADVERTISING, INC.

by _____

Its duly thereunto authorized agent.

NATIONAL BROADCASTING COMPANY, INC.

by _____

Its duly thereunto authorized agent.

_____

APPENDIX C

ATTACHMENT NO. IV

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA
Civil Division

CANDIS O. RAY, t/a CANDIS O. RAY AGENCY, *Plaintiff,* v.	)	
KANSAS CITY STOCKYARDS COMPANY OF MAINE, A CORPORATION, t/a GOLDEN OX RESTAURANT	)	
NATIONAL BROADCASTING COMPANY, INC.	)	Civil Action No. 187-'65
IMPACT ADVERTISING AGENCY, INC.	)	
GREGORY J. AIRES, t/a AIRES PUBLISHING COMPANY, *Defendants.*	)	

ANSWER TO OPPOSITION OF THE DEFENDANT KANSAS CITY STOCKYARDS COMPANY OF MAINE AND DEFENDANT NATIONAL BROADCASTING COMPANY, INC. TO MOTION OF PLAINTIFF CANDIS O. RAY, TO SET ASIDE PARTIAL SETTLEMENT AND TITLE TRANSFER

Comes now the Plaintiff CANDIS O. RAY for and on behalf of herself respectfully submits to the court in answer

to Defendants' Opposition to Motion, and as reasons therefor states the following:

I. PARTIAL SETTLEMENT AND TITLE TRANSFER IS VOID AND NULL FOR FOLLOWING REASONS:

(a) Partial Settlement and Title Transfer effected under duress. (See attached Exhibits.)

(b) Plaintiff was under medical care and prescribed sedatives, with full knowledge of counsel, at time of executed Partial Settlement.

1. Defendants deny "fraud" (Page 1, para. 2) in the execution of said Partial Settlement, although "fraud" was not charged by Plaintiff in Motion. Thereto, however, Plaintiff submits the attached EXHIBITS No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 & 22 which are identified as follows: And in regard thereto Defendant charges (Page 2, para. 1) that there were no communications to the Plaintiff by the Defendants (See correspondences attached herewith marked EXHIBITS No. 9 and 10.)

2. Defendants' statement (Page 2, para. 4) is in error concerning the settlement proceedings preceding the alleged illness by more than a year. NEVER, anywhere in any of the negotiations of settlement or consideration of acceptance for same did Plaintiff agree to a settlement for the $2,000.00 without the offered by Defendants ((See EXHIBITS No. 2, 3 (Praecipes in two parts), 4, and 4-A (Release dated September, 1965)) to drop the counter-defense suit C.A. 737-65 filed in U.S. District Court one month after Defendant was served in suit C.A. 187-65. The counter-defense suit 737-65 was continuously used by Defendants in 187-65 to harass Plaintiff, humiliate and aggravate her in Defendants'

bargaining to drop the suit in proffered settlement conditions of suit No. 187-65. (See EXHIBIT 4-A for wording in that proffered Release offering to drop the suit 737-65. See attached EXHIBITS No. 2 and 3 identified elsewhere herein as a letter dated September 16, 1965 from Plaintiff's attorney Gardiner to Defendant attorney Nathan setting forth the definite agreement entered into between counsel in settlement of both connecting suits, with Praecipes attached, ready for court filing, after the negotiations of offer, and acceptance by Plaintiff: (Both Praecipes identified as EXHIBIT 3). Also, see attached correspondences between Plaintiff and counsel concerning the settlement offer and acceptance of same identified as EXHIBIT 12 containing correspondences as following: Plaintiff's letter to counsel Gardiner dated October 8, 1965 and October 11, 1965; counsel Gardiner's letter to Plaintiff dated October 11, 1965. In regard to counsel Gardiner's threatened withdrawal see Plaintiff's answer dated October 13, 1965 identified as EXHIBIT 11, attached.

3. The continued harassment and intimidation inflicted on Plaintiff by her counsel's constant threat to withdraw from the case, in his agreement with defense counsel that he would withdraw if Plaintiff did not accept conditions offered by defense counsel Nathan (See as identified below EXHIBITS No. 13, 14, 15, 16, 17, 18, inclusively) as related to Plaintiff by counsel Gardiner on May 18, 1965 that he had agreed with defense counsel Nathan after leaving the courthouse with successfully accomplished Court Order to Continue Discovery Proceedings; (See EXHIBITS No. 13 & 14, attached) and the agreement between counsel so aggravated Plaintiff to cause further severe damage to her health and the serious permanent impairment of Plaintiff's health which started as a result of this lawsuit – *in 1964* (See attached Dr. John R. Ewan's Certification) contrary to Defendant's claim (Page

2, para. 4) . . ." the settlement proceedings (1965) preceded the alleged illness by more than a year." In this regard Plaintiff offers Doctor's records.

4. Further deception by Plaintiff's counsel Gardiner and counsel for the Defense is evidenced in their agreement to secretly suppress from court filing the Deposition of the Golden Ox's key witness, Charles Snyder, wherein a false statement was deliberately sworn under oath as witness Snyder was being represented by defense counsel Nathan in the office of Plaintiff's counsel Gardiner (See attached EXHIBITS No. 17 and 18. EXHIBIT No. 17 identified as a letter from Defense counsel Nathan to Plaintiff's counsel Gardiner dated August 5, 1966 wherein Mr. Nathan states to Plaintiff's counsel, Quote: "Miss Ray only very recently had the Snyder deposition transcribed, although it had been agreed that it would not be transcribed as it was suppressed." EXHIBIT 18 identified as the Snyder Deposition, testimony taken April 14, 1965. (See correspondence from Plaintiff to her counsel Gardiner pleading with him to file all depositions in these two connecting cases, identified as EXHIBITS 23 and 24, listed herein.)

5. The False statement sworn under oath in the Snyder Deposition, and suppressed from court filing by the counsel for the Plaintiff and counsel for the Defense, contains the reason for the filing of this suit (See EXHIBIT No. 20 attachments, *i.e.*, identified "Memorandum To All Advertising Media" and attached Affidavit by Stanley Stoller.)

6. It is noted by Plaintiff that Defendants suggest an indicated laches (Page 2, para. 5). Plaintiff wishes to advise the court that she has never abandoned her rights in any way to the proceeding of this litigation, and the reason for any delay is due to the apparent fact that it is

difficult for a litigant to acquire representation in a case where all attorneys are under investigation by Grievance Committee or where case is pending for hearing by Grievance (See attached EXHIBIT No. 20-A identified by letter dated August 8, 1968 to Plaintiff from Chief Judge Curran wherein it is suggested that Grievance hold the hearing and which hearing is pending. See EXHIBIT No. 21, identified as a letter to Plaintiff from Deputy Chief Mr. Donald S. Smith of the U.S. District Attorney's Office concerning the investigation in this case of fraud, deception, and deliberate perjury.)

7. Plaintiff admits that the signature of Candis O. Ray on the Partial Settlement and Title Transfer Instrument submitted by the Defendants looks like her signature, but she does not remember signing the documents, and directs the attention of the court to the attached copy of the Pretrial statement in this case, marked EXHIBIT No. 19 (Page 4, Bottom) "Counsel for Aires and Impact Advertising has in his possession copies of two documents which he requests be admitted in evidence at the trial, but the plaintiff will make no agreement with relation thereto, and at pretrial, counsel for defendants requested that the originals of these documents be produced at the trial by the plaintiff, but P would make no agreement of this nature."

(THE REFERRED TO PRETRIAL STATEMENT IS FOUND IN COURT FILES, C.A. 187-65.)

Plaintiff certifies, and advises the court that those two documents submitted by Defense at the Pretrial, above referred to, are the copies of the unsigned Partial Settlement and Title Transfer without Plaintiff's signature.

MISSTATEMENT OF FACTS IN DEFENSE COUNSEL'S HANS A. NATHAN AFFIDAVIT REFERRED TO BY DEFENDANTS AS EXHIBIT NO. 4:

A. Defense Counsel Hans A. Nathan swears (Page 2, para. 3) that an "amount of $500.00 was offered to dispose of the claim". Plaintiff submits the Affidavit of JOHN GIBSON SEMMES, ESQ., of the trade mark law firm, Semmes and Semmes of Washington, D. C. wherein Mr. Semmes states that $1,000.00 was offered. (See attached copy of Mr. Semmes' Affidavit dated March 18, 1968, the original of which is filed with the Grievance Committee with the complaint matter. See also attached correspondences re the proffered amount of $1,000.00 by Defense counsel Hans A. Nathan, identified as follows: EXHIBIT No. 25 – JOHN GIBSON SEMMES' Affidavit; EXHIBIT No. 26 – Letter of confirmation of offer from Plaintiff Candis O. Ray to counsel Semmes dated September 30, 1964.)

(a) With reference to representation of the Plaintiff by counsel Semmes, Plaintiff submits additional EXHIBITS: EXHIBIT No. 27 identified as a letter from Mr. Semmes to Plaintiff dated July 21, 1964 wherein Mr. Semmes expresses shock at the strategy of Defense counsel Nathan by Nathan's disdainful and subordinate directives to WRC RADIO STATION, the media the Golden Ox Restaurant used in the violation of the copyright infringements, with orders to the Station to continue the infringements in defiance of the U.S. Copyright laws, and in defiance of any amicable or fraternal consideration to Mr. Semmes, and without warning to Mr. Semmes that he was going to advise Station WRC to continue the infringements.

(b) Counsel Semmes advised Plaintiff that he did not want to get involved with that kind of litigation, and that Mr. Nathan asked him if he wasn't going to withdraw. (See EXHIBIT 26)

THE CONTINUED THREATS BY COUNSEL GARDINER LATER AFTER THE CASE WAS FILED BY COUNSEL GARDINER SO INTIMIDATED AND FRIGHTENED PLAINTIFF INTO SEVERE NERVOUSNESS TO PERMANENTLY IMPAIR HER HEALTH FOR LIFE (See correspondences from counsel Gardiner continuously threatening to withdraw (See EXHIBITS 12-A & 12-B))

B. Plaintiff denies the sworn statement of Defense Hans A. Nathan that $3,500.00 was ever offered to her in settlement. Continuous and chronological correspondences attached hereto belie that statement. In the same paragraph Mr. Nathan (Page 2, para. 4) states that he want back to a $2,000,00 counter-offer.

Mr. Nathan continued to make offers to counsel Gardiner, and as soon as his offers were accepted by counsel and plaintiff, he would withdraw his offer. And this harassment continued – with Mr. Nathan continuing to dangle the case 737-65 identified as a slander suit filed by a defendant to 187-65 one month after service of that suit, which purpose was to further intimidate and harass Plaintiff (See EXHIBIT No. 2, 3 and 4-A wherein the slander suit was constantly offered as a bargaining condition of settlement in this suit, C.A. 187-65.)

Plaintiff's counsel Gardiner advised Plaintiff, his client, that he could not get Mr. Nathan to keep his word with him in any of these settlement offers and acceptances.

C. Paragraph 6, page 2 of Mr. Nathan's Affidavit states "On August 26, 1965" an agreement between Counsel was reached to the effect that $2,000.00 would be accepted in full settlement of all claims – which carried with it the offer by the Defendants to drop the slander suit, 737-65 in this settlement among many other

conditions (See EXHIBIT No. 4-A identified as the Release prepared and proffered by Nathan confirming agreement. See also Nathan's subsequent letter dated September 21, 1969 addressed to counsel Gardiner withdrawing his offer to drop the slander suit, and demanding a letter of apology for Mrs. Graze in regards to the alleged charges, identified as EXHIBIT 4.)

D. The Affidavit of Mr. Nathan states incorrectly (Page 3, para. 7) that "on 12 August, 1966" a revised Agreement of Settlement and Mutual Release was signed by all parties. Defendants state elsewhere in their Opposition to this Motion that the date of negotiations of the instrument is August 26, 1966.

In further response to above paragraph of the sworn statement of Mr. Nathan (Page 3, para. 7) Plaintiff respectfully directs attention of the court to the attached correspondences between Plaintiff and counsel who sent Defendants' correspondences to Plaintiff to answer direct, and with counsel Gardiner's full knowledge Plaintiff was forced to answer Defense attorney Nathan direct, as Plaintiff had been advised by counsel Gardiner that he "couldn't do anything with Nathan" and that he "Couldn't get him to keep his word and agreements" with him. (See attached EXHIBITS No. 7, 10, 11 and other attached EXHIBITS)

SUMMARY:

1. Duress, Coercion, Fraud and over-reaching is therefor evidenced in the execution of Partial Settlement.

2. False statements are made by Defendants in their Opposition to Motion. And false statements are sworn under oath by Defense counsel Nathan in Opposition.

3. The cat and mouse play between counsel in offers of settlements and rejections of same as soon as accepted by Plaintiff so aggravated Plaintiff and oppressed her that medical care was needed, and Plaintiff has sustained severe and permanent damage to her health, and great outlay of cost in treatment as a result of the damage caused by this harassment (See EXHIBIT No. 1, attached hereto.)

4. Plaintiff was blocked in continuing discovery proceedings of the Radio and Television personnel by secret agreement between counsel (See attached EXHIBITS No. 13, 14, 15, 16.)

5. Plaintiff has had difficulty in obtaining representation because of the nature of the procedural irregularities and the charges against the attorneys of record.

WHEREFORE, PLAINTIFF respectfully begs the indulgence of this honorable court in the unlearned form and appearance of this ANSWER, AND prays the court for an Order:

1. To Set Aside the Partial Settlement and Title Transfer Effected August the 26 (as alleged by Defendants in Opposition to This Motion), 1966 or the date of August 12, 1966 (as alleged also in the same Opposition to This Motion in Affidavit by Defense counsel Hans A. Nathan.)

2. And for such other relief due to the damage to Plaintiff's health as a result of the deliberate intimidation and harassment by the counsel of record for both sides in their agreements to conceal and deprive Plaintiff of her rights in this suit.

3. And for such other causes as may be advanced at the hearing.

EXHIBITS ATTACHED HERETO: (Or otherwise noted (where found in file Civil Action No. 187-65, (U.S. District Court.)

Identification:

EXHIBITS –	No. 1,	Certification of Dr. John Ewan dated February 5, 1969.
"	No. 2,	Letter dated September 16, 1965 from James S. Gardiner to Hans A. Nathan.
"	No. 3,	Praecipes in both suits, C.A. 187-65 and 737-65 filled out ready for court filing by attorneys, and as per agreement between counsel, signed by Plaintiff's counsel, which Praecipes were attached to EXHIBIT No. 2.
"	No. 4,	Letter dated September 21, 1965 from Hans A. Nathan to Plaintiff's counsel James S. Gardiner.
"	No. 4-A,	AGREEMENT OF SETTLEMENT AND MUTUAL RELEASE Proffered by Defense counsel Hans A. Nathan.
"	No. 5,	Letter dated September 24, 1965 from Plaintiff to counsel Gardiner.
"	No. 6,	Letter dated September 23, 1965 from Plaintiff to Hans A. Nathan.
"	No. 7,	Letter dated September 25, 1965 to Hans A. Nathan.

EXHIBITS (cont'd) – No. 8, Letter dated September 4, 1964 from Defense counsel Jack H. Olender to James S. Gardiner.

" No. 9, Letter dated October 5, 1964 from Hans A. Nathan to Plaintiff.

" No. 10, Letter dated October 6, 1965 from Hans A. Nathan to Plaintiff.

" No. 11, Letter dated October 13, 1965 from Plaintiff to counsel James S. Gardiner.

" No. 12, Letter dated October 8, 1965 from Plaintiff to counsel James S. Gardiner.

" No. 12(a),– Letter dated October 11, 1965 from Plaintiff to counsel Gardiner.

" No. 12(b),– Letter dated October 11, 1965 from Plaintiff's counsel Gardiner to Plaintiff.

" No. 12-A, Letter from counsel Gardiner to Plaintiff.

" No. 12-B, Letter dated August 6, 1965 from counsel Gardiner to Plaintiff also re withdrawal.

" No. 13, Opposition to Calendar Case for Trial in order to take Further Discoveries.

EXHIBITS (cont'd) – No. 14. ORDER granted to counsel Gardiner to continue Discoveries.

" No. 15. Letter from Plaintiff to counsel Gardiner dated May 7, 1965 requesting the continuance of Discoveries.

" No. 16. Letter from Plaintiff to counsel Gardiner dated August 5, 1965 requesting the amount of time left for the Discovery Proceedings by Order of the Court.

" No. 17. Letter dated August 5, 1965 from Hans A. Nathan to Plaintiff's counsel Gardiner wherein it is disclosed that they (counsel) had agreed to suppress the deposition of Charles Snyder.

" No. 18. The Deposition of Charles S. Snyder, disclosing the perjured statement, which deposition was concealed from the court by agreement between counsel, contains the crux of this suit and the reason for filing same.

*The above EXHIBIT No. 18 (Snyder Deposition) cannot be filed with this Answer because of its bulkiness, but will be offered at hearing.

EXHIBITS (cont'd) – No. 19. Pretrial Statement of C.A. 187-65.

*The above EXHIBIT No. 19, the Pretrial Statement, will not be filed with this Answer, however, it is found in its entirety in the C.A. 187-65 file in the Filing Room at the U.S. District Court house.

EXHIBITS (cont'd) – No. 20, Letter of Complaint filed with Grievance, dated December 23, 1967 (This was the second filing with Grievance. The first letter of complaint was filed December 7, 1967.)

*The above EXHIBIT No. 20 consists of three pages, with attachments as follows: MEMORANDUM TO ALL ADVERTISING MEDIA and the Affidavit of WWDC Sales Manager Stanley Stoller.

" No. 20-A, Letter from Chief Judge Curran to Plaintiff dated August 8, 1968.

" No. 21, Letter from Mr. Donald S. Smith of District Attorney's Office to Plaintiff dated March 13, 1969.

" No. 22, Letter dated March 24, 1959 from Mark P. Friedlander, Sr., to Plaintiff.

" No. 23, Letter dated July 5, 1965 from Plaintiff to counsel Gardiner re the filing of all depositions in this case

" No. 24, Letter dated June 9, 1965 from Plaintiff to counsel Gar Gardiner re suppressing depositions.

" No. 25, AFFIDAVIT by JOHN GIBSON SEMMES.

" No. 26, Letter dated September 30, 1964 from Plaintiff to counsel Semmes.

EXHIBITS (cont'd) – No. 27, Letter dated July 21, 1964 from counsel John Gibson Semmes to Plaintiff.

" No. 28, Letter dated July 20, 1964 from Hans A. Nathan to Radio Station WRC.

" No. 29, Letter dated November 24, 1964 from counsel Gardiner to The Management, WRC Radio and WRC Television Stations.

" No. 30, Letter dated November 24, 1964 from counsel Gardiner to Hans A. Nathan.

/s/ CANDIS O. RAY,
Plaintiff

[Certificate of Service]

APPENDIX D

EXHIBIT NO. 2

McCULLOUGH & GARDINER
Attorneys at Law
1053 National Press Building
Washington, D. C. 20004

* * *

* * *

September 16, 1965

Hans A. Nathan, Esquire
1730 K Street, N. W.
Washington, D. C.

Re: Candis O. Ray

Dear Mr. Nathan:

Several weeks ago you offered settlement and compromise of the suit Candis O. Ray has against your clients; that your clients would settle for the sum of Two Thousand ($2,000.00) Dollars. You further agreed that the case that Ruth Graze has brought against Miss Ray for slander would also be dismissed. In a subsequent conversation with you it was agreed that Miss Ray would convey title to the copyright but reserving the right to use copyright material at any future time.

Miss Ray has accepted this offer and pursuant thereto, you will find enclosed praecipes that I have prepared for the dismissal of said cases. Upon receipt of the check for the sum of Two Thousand ($2,000.00), you are authorized to file the enclosed praecipes.

If there are any questions concerning this matter, please don't hesitate to contact me.

Sincerely,

/s/ JAMES S. GARDINER

JSG/bm
Enc.

APPENDIX D(a)

EXHIBIT NO. 3
Part No. I

PRAECIPE

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

the _____ day of _____, 19__

CANDIS O. RAY,
Plaintiff.

vs.

The KANSAS CITY STOCKYARD CO. of MAINE,
Defendant.

) Civil Action No. 187-65 _____

The Clerk of said Court will please enter on the docket that in the above entitled case the complaint and the counterclaim have been settled and dismissed WITH "prejudice".

HANS A. NATHON
Attorney for Kansas City Stock Yard of Maine & National Broadcasting Co.

JACK H. OLENDER
910 – 17th Street, N. W.
Washington, D. C.
Attorney for Impact Adv. Agency & Aires Publishing Co.

/s/JAMES S. GARDINER
1053 Nat'l Press Bldg.
Address
Attorney for Plaintiff

APPENDIX D(b)

EXHIBIT NO. 3
Part No. II

PRAECIPE

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

the ____ day of _____, 19__

RUTH GRAZE,	)	
Plaintiff,	)	**Civil**
vs.	)	**Action No.**
	)	**737-65**
CANDIS O. RAY,	)	
Defendant.	)	

The Clerk of said Court will enter on the docket that the above entitled case is dismissed with "prejudice".

/s/ **JAMES S. GARDINER**
Attorney for Defendant

JACK H. OLENDER
*Address*_____
Attorney for Plaintiff

APPENDIX D(c)

EXHIBIT NO. 12-B

McCULLOUGH & GARDINER
ATTORNEYS AT LAW
1053 NATIONAL PRESS BUILDING
WASHINGTON, D. C. 20004

* * * * * *

August 6, 1965

Miss Candis O. Ray
1545 Eighteenth Street, N. W.
Washington, D. C.

Dear Miss Ray:

This is to advise you that with your consent and approval, I hereby withdraw as your attorney in your suit against the Golden Ox, *et al.*, and in the suit in which you were sued by Ruth Graze.

All records have been returned to you and I have no claim against you for attorney's fees. My fees have been taken care of by you.

I am sorry that I am unable to continue as your attorney, but other business in the office demands my immediate attention.

Wishing you the best of luck, I am

Sincerely,

/s/ James S. Gardiner

APPENDIX D(d)

EXHIBIT NO. 11

CANDIS O. RAY AGENCY
PUBLIC RELATIONS
1545 EIGHTEENTH STREET, N. W.
WASHINGTON, D. C.

* * *

* * *

October 13, 1965

James S. Gardiner, Esq.
800 Woodward Building
Washington, D. C.

Dear Mr. Gardiner:

I have received your letter of October 11, 1965.

I certainly have *never* agreed to your withdrawal from these cases. You told me you were going to withdraw as my attorney if I did not accept the offered $2,000.00 as settlement. I agreed to accept the $2,000.00 as settlement, and after that you sent me Mr. Nathan's correspondence to answer, and I answered it direct to him.

You told me you just didn't want to continue the cases, and I understand you've informed the opposition attorneys of your decision, and you did so before notifying me.

I believe this makes the picture as clear as it can be.

Sincerely,

/s/ CANDIS O. RAY

APPENDIX D(e)

PRAECIPE

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

the _____ day of November, 1965

RUTH G. GRAZE, *Plaintiff.*	)	
vs.	)	Civil
	)	Action No.
Candis O. Ray, *Defendant.*	)	737-65

The Clerk of said Court will enter upon the docket that the appearance of James S. Gardiner, attorney for Candis O. Ray, Defendant, is withdrawn.

Approved and Consented To:

/s/ MARK P. FRIEDLANDER, JR.
Attorney for Defendant.

Copy mailed to Jack H. Olender,
Attorney for Plaintiff, this
_____ day of November, 1965.

/s/ JAMES S. GARDINER
Address 800 Woodward Building
Washington, D. C.
Attorney for _____

APPENDIX D(f)

PRAECIPE

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

the _____ day of November, 1965

RUTH G. GRAZE, *Plaintiff,*	)	
vs.	)	**Civil Action No. 737-65**
CANDIS O. RAY, *Defendant.*	)	

The Clerk of said Court will please enter the appearance of Mark P. Friedlander, Jr., and the firm of Friedlander & Friedlander, as attorneys for the Defendant, Candis O. Ray.

FRIEDLANDER & FRIEDLANDER

By: /s/ Mark P. Friedlander, Jr.
Address 1210 Shoreham Building
Washington, D. C.
Attorney for _____

Copy mailed postage prepaid to Jack H. Olender, Esq., 701 Barr Building, Washington, Attorney for Plaintiff, this 25th day of October, 1965.

_____
Mark P. Friedlander, Jr.

APPENDIX E

TURKISH EMBASSY
WASHINGTON, D.C.

February 8, 1967

Miss Candis O. Ray
1545 Eighteenth Street, N. W.
Washington, D. C.

Dear Miss Ray,

Thank you very much for your letter of February 3, 1967, giving me information on the Washington Internship in Education Program, which, to my mind, represents a very commendable scheme to further education.

We would be very pleased to receive the members of the group at our Embassy on April 28 and to show them a glimpse of the Turkish way of life following an informal buffet supper at 7:30 p.m.

Invitations will also be extended to the Advisory Board members.

I would appreciate very much if you could kindly confirm whether the above mentioned date and time is agreeable to you.

Sincerely yours,

/s/ Melih Esenbel
Ambassador

APPENDIX F

CANDIS O. RAY AND ASSOCIATES
PUBLIC RELATIONS
2700 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20008

WASHINGTON PHONES:
(202) 223-1113
(202) 483-9495

CABLE ADDRESS:
"RAYCONVENE"

May 17, 1970

H. E. Corneliu Bogdan
Ambassador
Embassy of Romania
1607 – 23rd Street, N. W.
Washington, D. C. 20037

My Dear Ambassador Bogdan:

May I express my deepest appreciation for your warm and friendly hospitality in receiving and entertaining the delegate members of the Administrative Management Society on Saturday evening last, at your beautiful embassy.

I am sure that each person present carried away with him a better understanding of your country and a feeling of sincere friendliness between our two countries because of the warmth and charm you emanated in your informal welcome speech.

On behalf of the Society let me express their appreciation for your generous and neighborly gesture in receiving them. Some of them commented on your very flattering and unusual command of the English language.

I am very grateful also to Mr. Raceanu for his cooperation and assistance.

Most cordially,

/s/ CANDIS O. RAY
Director

cc: Mr. Mircea Raceanu